

## PATENT OWNERSHIP AGREEMENT

**THIS AGREEMENT** is made effective as of October 19, 2001 by and between StreamComm Corporation, a California Corporation having offices at 2640 Cambridge Rd., #3, Cameron Park, CA 95682 ("StreamComm") and Go2Call.Com, Inc., a Delaware Corporation having offices at 990 Grove St., Suite 201, Evanston, IL 60201 ("Go2Call").

1. **Purpose.** StreamComm and Go2Call wish to apply for a United States Patent with the United States Patent and Trademark Office ("USPTO"), consisting of intellectual property jointly developed between the two parties.

2. **Intellectual Property Rights.** This Agreement is intended to grant StreamComm and Go2Call equal rights to the intellectual property described in the United States Patent Application entitled "Packet-Switched Telephony Call Server" and invented by Brian C. Wiles, John A. Nix, Jr., and Jeffrey S. Mumma and any subsequently issued patents, both of the United States and other countries, that claim benefit of any of the claims in said application, collectively, "The Patent". The Patent was designated "Case No. 00-581" by McDonnell, Boehnen, Hulbert & Berghoff, Ltd. of Chicago, IL ("MBHB"), and sent via Express Mail through the United States Postal Service with tracking number EL237753335US on or about May 31, 2001 to USPTO and assigned patent application number 09/872,904 by USPTO.

3. **Term.** This Agreement shall remain in effect until terminated as set forth below.

4. **Royalties.** Products and services may be developed and sold by either party without any payment of royalties to the other party. However, neither party may license The Patent to any third party without the prior written permission of the other party. If either party licenses The Patent, the licensing party must pay the other party fifty (50) percent of any licensing fees, royalties, or other income resulting from the licensing of The Patent. Each party agrees that any payments to the other party shall be paid on a quarterly basis.

5. **Infringement.** StreamComm and Go2Call each agree that each party is equally entitled to all rights associated with The Patent, and therefore, each party is entitled to develop, market, and sell products and services that make use of the claims of The Patent, and neither party may bring legal action against the other for infringement of The Patent.

6. **Sale.** Neither party may sell any part of their interest in or ownership of The Patent to any third party without the prior written consent of the other party. If both parties agree to sell The Patent, each party shall receive fifty (50) percent of the sale amount.

7. **Fees.** Go2Call agrees to pay any and all fees relating to the application, examination, issuance, and maintenance of The Patent, including, but not limited to, all fees from USPTO and MBHB.

8. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as they apply to contracts entered into and wholly to be performed in the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

9. **Termination.** If either party (1) ceases to actively conduct its business, (2) files for bankruptcy, (3) makes a general assignment for the benefit of its creditors, (4) applies for the appointment of a receiver or trustee for substantially all of its assets, or (5) takes any other action that would transfer ownership of or cease operations of its business, the party shall be considered dissolved for purposes of this Agreement, and this Agreement shall be immediately considered terminated. Upon termination of this Agreement due to dissolution of either party as described above, the other party shall immediately receive all ownership of and rights to The Patent, including, but not limited to, the rights covered by this Agreement. This Agreement shall also terminate upon expiration of The Patent by USPTO or any foreign patent office. If The Patent expires, The Patent shall fall into the public domain in accordance with all applicable current United States and foreign patent law.

10. **Notices.** All notices hereunder shall be sent to either party at the address specified at the beginning of this Agreement, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

StreamComm Corporation

Go2Call.Com, Inc.

By: Brian C. Wiles

By: John A. Nix, Jr.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_